## For High Oleic (A233HO) (Crestland Coop)

## Optimum Quality Grains, L.L.C. Agreement to Grow Optimum® Soybeans and Limited License for Patents and Trade Secrets

THIS AGREEMENT is made this day of 19 between
GROWER agrees to grow acres of A233HO ("High Oleic") soybeans.
The High Cleic soybeans are referred to as the ("OPTIMUM SOYBEANS"). GROWER under this Agreement is granted a limited license to use the OPTIMUM SOYBEANS to produce an identity preserved grain (the "OPTIMUM GRAIN").
PRICE:

GROWER agrees to use the Crestland Cooperative, (hereinafter "ELEVATOR") to establish the base price. The compensation for a load of delivered OPTIMUM GRAIN shall be the ELEVATOR cash price for soybeans on the day of delivery less any discounts, if not priced earlier or previous arrangements made with ELEVATOR, plus the premium. If GROWER has priced for a future month and delivery is called for, thea GROWER agrees to sign a Price Later Agreement (Credit Sale Agreement) with ELEVATOR.

The premium for OPTIMUM GRAIN from High Oleic OPTIMUM SOYBEANS shall be based on the following schedule:

Less than 75% Oleic, \$0.00 per bushel premium 75% Oleic or Greater, \$0.65 per bushel premium

## DELIVERY:

The delivery period shall be September 1998, October 1998, November 1998. Harvost delivery will be available at Crestland Cooperative locations at Fontanelle and Menlo. Any storage or Price Later Pees are between ELEVATOR and GROWER.

Transportation costs paid by GROWER.

## QUALITY SPECIFICATIONS:

The OPTIMUM GRAIN shall meet normal grain standard specifications, or be subject to market discount schedule at time of delivery. OPTIMUM GRAIN shall be considered contaminated if it contains more than 2.0% of subjects of other types.

Destination weights and grades shall govern with the exception that GROWER has the right to appeal any grading by submitting a sample to the Federal Grain Inspection Service (FGIS), at GROWER's expense, for an official grade.

If the OPTIMUM GRAIN is contaminated or does not meet normal grain standard specifications, ELEVATOR will take receipt of the OPTIMUM GRAIN and the GROWER will receive base price less market scale of discounts, but no premium for the contaminated or out of specification OPTIMUM GRAIN.



96%